PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.

▲ WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

Convulsions Eye or muscle twitching Loss of awareness
Altered vision Involuntary movements Disorientation

- To reduce the likelihood of a seizure when playing video games:
 - 1. Sit or stand as far from the screen as possible.
 - 2. Play video games on the smallest available television screen.
 - 3. Do not play if you are tired or need sleep.
 - 4. Play in a well-lit room.
 - 5. Take a 10 to 15 minute break every hour.

▲WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- . Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

▲ WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- · If you continue to have sore hands, wrists, arms or eyes during or after play, stop playing and see a doctor.

▲WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- · Do not expose battery to excessive physical shock, vibration, or liquids.
- . Do not disassemble, attempt to repair or deform the battery.
- · Do not dispose of battery pack in a fire.
- . Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- . Do not peel or damage the battery label.

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REV-E

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THIS GAME CARD WILL WORK ONLY WITH THE NINTENDO DS™ VIDEO GAME SYSTEM.



THIS GAME ALLOWS WIRELESS MULTIPLAYER GAMES WITH EACH DS SYSTEM CONTAINING A SEPARATE GAME CARD.



(Nintendo

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GETTING STARTED

- Insert the Spider-Man: Friend or Foe Game Card into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.
- 2. Turn the Power Button ON.

THE HELICARRIER

The S.H.I.E.L.D. Helicarrier menu is the game's central hub; all of Spider-Man's activities are accessed here. In the Helicarrier you'll select between Story Mode, Free Play Mode, Multiplayer Mode, Options and Extras. To scroll through the selections, use the +Control Pad. To make a selection, tap the Touch Screen icon or press the A Button. To back out of these screens, tap the green arrow at the bottom left of the Touch Screen or press the B Button.



A CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

Story Mode

Help save the world from certain doom! Fight alongside friends and foes to stop an evil villain from conquering the world.

Free Play Mode

Free Play allows you to revisit any level with any sidekick you desire once they're unlocked via the Web Shop.

Multiplayer

Link up and play with a friend in either Story Mode or Free Play Mode.

Extras

Go to the Web Store to buy upgrades for Spider-Man* by using your web tokens found in Story Mode. You can also unlock new game modes and heroes for Free Play.

Options

You can adjust the music and sound volumes. You can also access the game credits.

Pausing and Saving Your Game

To pause the game, press **START**. To resume, press **START** again. To quit, move the highlight by pressing ↓ on the +Control Pad over the word Quit. Once highlighted, press the **A** Button if you want to return to the Main Menu.

The game will automatically save your progress when you complete a mission or exit to the Main Menu.

BASIC CONTROLS

To move Spider-Man™ or his sidekick around, use the +Control Pad.

Basic controls include:

T on the +Control Pad	Move Spider-Man Up/Climb Up
← on the +Control Pad	Move Spider-Man Left
→ on the +Control Pad	Move Spider-Man Right
↓ on the +Control Pad	Move Down/Climb Down
B Button	. Jump/DoubleTap to Web Swing (as Spider-Man)
X Button	Perform a Kick
Y Button	Perform a Punch
A Button	Perform Special Ability
X Button and Y Button .	Grab/Smash/Throw
R Button	Switch Characters
L Button	Cycle Special Ability
SELECT	View Level Objectives
START	Pause Game

All of Spider-Man's web moves and combat moves are performed by using the buttons listed above.

Throughout the game, Spider-Man[™] and his sidekick will have the opportunity to explore the ground and rooftops. While exploring the ground level,

refer to the bottom screen. For rooftop areas, the camera will switch to the top screen.

Spider-Man and his sidekick will also need to perform various mini-games in order to interact with the environment or advance to the next level. At these points in the game, an image of a gesture or button will appear on the upper screen along with a tutorial on how to perform the correct gestures on the Touch Screen.

Combo Attacks

Combo attacks can be performed by using combinations of button presses.

ABILITIES

Each character in the game has his/her unique abilities. Upgrades for Spider-Man's abilities can be purchased with tokens collected throughout levels. The basic character abilities are as follows:

Spider-Man

Web Shot - Launch web projectiles at enemies.

Entangle - Tie and hold an enemy in place.

Web Spin - Spin two huge webs at an enemy.

Web Grapple — Throw the enemy into the air then smash him back to the ground (Unlockable).

Black Cat

Throw Projectiles - Black Cat throws objects at enemies.

Feline Strike - She charges forward knocking down all enemies in her path.

Blade

Boomerang — Blade throws a Boomerang at enemies and it always returns.

Laijutsu - He launches a strike forward, hitting multiple enemies.

Doc Ock

Projectiles - Doc Ock throws objects with his mechanical arms at enemies.

The Blender — He swings his arms in a "blender" motion to clear enemies.

Green Goblin

 $Pumpkin \ Bomb -$ The Green Goblin launches explosive pumpkins at enemies.

Explosive Charge — He discharges energy by punching the ground and deals damage to everything and every enemy around him.

Sandman

Vortex Sand Bullets - Sandman launches sand projectiles at his enemies.

Sand Storm — He delivers an explosive tornado of sand dealing damage to all enemies around him.

Venom

Envenom - Venom launches a toxic liquid from his mouth.

Dark Matter Explosion – He ups the ante with an explosion of Symbiote matter.

HEALTH AND ENERGY

The red bar at the top of the screen tracks Spider-Man* and his sidekick's health. As Spider-Man fights and gets hit by enemy attacks, he will get hurt and the red bar will go down. To replenish Spider-Man's health, search for health packs in the environment.

Spider-Man and friends need energy to launch special abilities. Each ability has a different energy cost. The energy bar is located under the health bar. Energy is, by default, at zero. You must fight to increase your energy and, in turn, launch special abilities. If you're not fighting, your energy will slowly decrease. You can also pick up energy packs found throughout the environment.

COLLECTIBLES

There are three types of collectible objects in the game: health/energy packs, temporary power ups, and Web Tokens for purchasing upgrades and other items.

Health and energy packs can be found throughout the game. They replenish all or some of your active character's health or energy, respectively.

Power ups are found during play and temporarily empower the hero with different effects.

Energy Boost - Temporary immunity to energy drain.

Invulnerability - Temporary immunity to damage.

Damage Boost - Temporary double damage on all attacks.

Tokens are used to purchase items at the Web Store in the Extras section of the Main Menu.

Bronze Web Tokens - Value 1

Silver Web Tokens - Value 50

Gold Web Tokens - Value 200

ENVIRONMENTAL ACTION

An icon will appear at the bottom right corner of the screen when Spider-Man moves close to an interactive element in the environment. Simply touch the icon on the Touch Screen to activate the different switches, doors and other elements in the game.

MULTIPLAYER

Spider-Man: Friend or Foe includes Multiplayer support for up to two players. One player acts as the Host and the other player will join the hosted game session. Use the following instructions to begin a Multiplayer game.

From the Main Menu select **Multiplayer**. One player must select **Host Game**, and the other player must select **Join Game**. The Host can then select from two different Multiplayer Game Modes (Story Mode or Free Play Mode). The Host can also set the environment for the game. Once the game has been hosted, the second player will have the option to join and then choose a character.

Written by Brian Reed Music composed by Mike Reagan

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